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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Abstract Notification dated 30th July 1935.

The attention of the public is invited to the notification published on pages 1445-1446 of Part VI of the *Mysore Gazette*, dated 25th July 1935, calling for tenders for the Sole Agencies in the undermentioned areas for the sale of Mysore Sandalwood for *bona fide* domestic use and religious purposes for the period ending with 30th June 1936.—

(1) Madras Presidency including Indian States, Hyderabad, Travancore and Cochin, and Burmah.

(2) Bangalore City.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

MYSORE DISTRICT.

Notification dated the 29th July 1935.

It is hereby notified for the information of the public that old *Mysore Gazette*, Government Proceedings Books and other obsolete and unnecessary books of this office will be sold by public auction at 3 P.M., on the 17th August 1935 at the District Forest Office, Mysore.

Conditions of Sale.

1. The articles will be knocked down to the highest bidder.
2. All articles purchased shall be at the risk of the purchaser thereof from the time of sale.
3. All articles shall be removed with faults and errors of all description sold.
4. Cash shall be paid in full for articles purchased by the highest bidder before delivery and they should be removed from the spot after the closing of the sale.

5. In case of defaults of payments of the whole of the purchase amount by any bidder, the articles shall be resold at the risk of the highest bidder who shall be liable to make good any loss incurred therefrom.

6. The articles shall be removed from the place of sale after the close of sale at the cost of the highest bidder.

C. A. JABBAR,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 30th July 1935.

It is hereby informed for general information that the exclusive right of collecting Gallnut (ಅಳಲೆ) on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations for one year from 1st July 1935 to 30th June 1936 will be sold by public auction on the dates and at the places specified below :—

Taluk	Place of sale	Date of sale	Officer conducting the sale
Arsikere ..	Hassan ..	30th August 1935 ..	Deputy Commissioner or any officer deputed by him with the help of the District Forest Officer.

Remarks.—(i) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests or the Conservator of Forests, Shimoga, who, at his descretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the sale-conducting officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid within 30 days of the intimation of confirmation of the sale.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1936, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands.

(*n*) No damage will be caused to the trees while collecting the produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at 9 per cent per annum on all belated payments, if permitted.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

N. VENKATARAMAIYA,
District Forest Officer.

GOVERNMENT CREOSOTING PLANT, BHADRAVATI.

Abstract Notification dated 23rd July 1935.

The attention of the public is invited to the notification dated 23rd July 1935 regarding the sale of treated poles at the Creosoting Plant, Bhadravati on the 26th August 1935, published on pages 1495-1496, Part VI of the *Mysore Gazette*, dated 1st August 1935.

L. SRINIVASA MURTHI,
Officer in charge.

BHADRAVATI DIVISION.

Notification dated 5th August 1935.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forests, Plantations, Amrit Mahal Kavals and reserved lands of the undermentioned Ranges pertaining to the jurisdiction of this division up to the end of June 1936 will be sold by public auction by the undermentioned officers on the dates noted against them as detailed below :—

Name of Sub-Division	Name of Range	Date of sale	Place of sale	Officer conducting the sale
Bhadravati ..	Bhadrapur ..	26-8-35 ..	Forest Sub-Division Office, Bhadravati.	Forest Sub-Division Officer, Bhadravati.
	Channagiri ..			
Narasimharaj-pura.	Narasimharaj-pura	27-8-35 ..	Forest Sub-Division Office, Narasimharaj-pura.	Forest Sub-Division Officer, Narasimharaj-pura.
	Chikagrahar ..			
	Umblebyle ..			
Hebbe ..	Tadasa ..	Do ..	Do ..	Do
	Hebbe ..			
	Muthodi ..			
Lakvalli ..	Lakvalli ..	Do ..	Forest Sub-Division Office, Tarikere.	Forest Sub-Division Officer, Tarikere.
	Tarikere ..			
	Tyagadabagi ..			

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. Intending bidders must be in possession of certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate. The person who may be allowed to bid without such certificates must pay up full lease amount and cesses therein at once after the sale.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, pay up the one-fourth of the sale amount, together with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourths of the sale amount within a week from the date of receipt of confirmation order. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom. If the deficit be not paid, it will be recovered as a revenue demand; interest at 9 per cent will be charged on all arrears of ease amount.

N.B.—This condition applies only to the contractors who produce solvency certificates.

7. If the sale is not confirmed, the amount will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth of the sale amount if the total lease amount exceeds Rs. 100 in each case. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer or Sub-Division Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the close of the official year; each consignment should cover with a pass obtained from the Range Officer.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

M. G. VENKATA RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 24th July 1935.

The attention of the public is invited to the detailed notification relating to the auction sale of timber in Shikarpur Depot on 31st August 1935, published on pages 1496-1497, Part VI of the *Mysore Gazette*, dated 1st August 1935.

Abstract Notification dated 25th July 1935.

The attention of the public is invited to the detailed notification, relating to the sale of right of grazing in the undermentioned Plantations of this Division, published on pages 1497-1498, Part VI of the *Mysore Gazette*, dated 1st August 1935.

1.	Siddihalli Plantation ..	.. 8th August 1935.
2.	Bhadrapur do	.. 10th August 1935.
3.	Kalenhalli do	.. 10th August 1935.

Abstract Notification dated the 27th July 1935.

The attention of the public is invited to the detailed Notification, dated the 27th July 1935, regarding the auction sale of unserviceable furniture and broken crokery articles, etc., pertaining to Jog Travellers' Bungalow, at Sagar Sandal-Koti, on 7th September 1935, published on page 1498, Part VI of the *Mysore Gazette*, dated 1st August 1935.

M. A. MUTHANNA,
District Forest Officer.

KADUR FOREST DIVISION.

Resale Notification dated 26th July 1935.

It is hereby notified for general information that the exclusive right of collecting and removing Minor Forest Produce from Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations in Kadur, Mudgere, Koppa and Chikmagalur Taluks, from the date of confirmation of the sale to 30th June 1936 will be resold by the Deputy Commissioner, Kadur District, or an Assistant Commissioner to be deputed by him with the help of the District Forest Officer, Kadur Division, in the District Forest Office, Chikmagalur, on 17th August 1935, at the risk of the original purchasers who have failed to pay the last instalment due on 1st July 1935.

For other particulars and conditions, please see Notification No. D. 1-201-1302—33-34, dated the 3rd May 1934 of the Chief Conservator of Forests in Mysore, published on pages 563 to 567, Part VI of the *Mysore Gazette*, dated 10th May 1934.

Notification dated 2nd August 1935.

Tenders will be received by the District Forest Officer, Kadur Division, at the District Forest Office, Chikmagalur, up to 4 P.M. on the 23rd August 1935, for the carting of prepared Sandalwood from the Chikmagalur Sandal Koti to the Railway Station at Kadur, for despatch to the Sandal Oil Factory.

N.B.—(i) The approximate quantity of wood to be carted is 150 tons which may be increased or decreased at the discretion of the District Forest Officer.

(ii) Carting includes weighing out the Sandalwood intended for despatch; collecting billets and chiltas, etc., and loading them into carts, unloading these from carts at Kadur Railway Station, and packing them in the Railway waggons.

(iii) In the case of chiltas, it also includes preparation of double bags, filling chiltas in bags, purchase of twine and needle and duly stitching afterwards.

2. Tenders should be registered, insured and superscribed as "Tender for the carting of Sandalwood from the Chikmagalur Sandal Koti to the Railway Station, Kadur, and loading the same into waggons at the Railway Station." The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in currency notes. The rates to be quoted should be per ton of wood.

3. The final acceptance of any tender vests with the Conservator of Forests, who may accept or reject any tender without assigning any reason therefor.

4. Within fifteen days from the date of intimation of acceptance, the successful tend[illegible] shall furnish Rs. 200 including the initial deposit noted in para 1 above in the Mysore Governm[illegible] Savings Bank Account, duly pledged in favour of the District Forest Officer, and execute an agreement with surety or sureties or a solvency certificate as demanded by the District Forest Officer, binding himself to observe the following conditions.

Conditions.

(*a*) That he will be ever ready during the period of contract, to provide the required number of carts for the despatch of sandalwood whenever called upon.

(*b*) That in case of failure on his part to furnish the required number of carts at the required time, the officer in charge of the Koti may make his own arrangements for the despatch of wood, making the contractor liable to pay up the extra cost, if any, that may have to be incurred on this account. But in the case of any savings, the contractor will be debarred from laying any claim to them. Besides, the contractor will also be liable for cancellation due to such default at the discretion of the District Forest Officer and his orders will be final in this respect.

(*c*) That the loading and unloading should be so done as not to give room for any leakages of or damages to this valuable commodity and in either case, the contractor will be liable to the Department for the loss so sustained, the assessment in regard to which will be by the District Forest Officer whose orders shall be final in this regard.

(*d*) The loaded carts will leave the Koti at the same time and move on in one batch, under the supervision of the Departmental subordinates to be deputed to guard the consignment.

(*e*) That the cartmen should not smoke, either in the Koti or while the sandalwood is under transit, and that in case of danger to the sandalwood by fire, the contractor will be liable to the Department for damages which may be estimated as fair by the District Forest Officer whose decision in the matter will be final.

(*f*) That his coolies and cartmen will submit to the disciplinary measure that may have to be enforced by the Koti Officer during the working hours.

(*g*) That for failure to fulfil all or any of the foregoing conditions, the contractor may be held liable for such fine as the District Forest Officer, at his discretion, may levy apart from the forfeiting of the earnest deposit to Government.

(*h*) The contract will be for the official year from 1st July 1935 to 30th June 1936.

Payments to the contractor, will be by means of cheques drawn in his favour on the bills compiled by the Koti Ranger, after the Sandal consigned has reached the Kadur Railway Station and receipted by the Range Officer, Kadur.

K. REVANNA,
District Forest Officer.

ENGINEERING DEPARTMENT

KOLAR DIVISION.

Abstract Notification dated 20th July.

The attention of the public is invited to the Notification on pages 1451-1452 of the issue of the *Mysore Gazette*, Part VI, dated 25th July 1935, calling for tenders for the work of constructing a masonry weir and repairs to sluices to Puligal Reddikere, Register No. 108, Bagepalli Taluk.

The last date fixed for the receipt of tenders in this Office is 2 P.M. on the 19th August 1935.

Abstract Notification dated 16th July 1935.

The attention of the public is invited to the Notification on pages 1452-1453 of the issue of the *Mysore Gazette*, Part VI, dated 25th July 1935, calling for tenders for the work of improving Attikunte Doddakere Tank, Srinivaspur Taluk.

The last date fixed for the receipt of tenders in the Office is 2 P.M. on 12th August 1935.

N. SUBBA RAO,
Executive Engineer.

TUMKUR DIVISION.

Notification dated 2nd August 1935.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Tumkur Division, up to 2 P.M. on 26th August 1935, for restoring Thyagatur Amanikere Register No. 53 of Gubbi Taluk and diverting Marashettihalli Halla to Nittur Tank by constructing an *anie* across the Halla. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1938.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Tumkur, between the hours of 11 A.M. and 5 P.M.